



APPLICATION FOR CREDIT-BUSINESS

Please print legibly and complete the following form in its entirety.
Incomplete applications may be delayed in processing.

Date: _____

Legal Business Name: _____ Telephone: _____ Fax: _____

Business Name Utilized (if different from above): _____

Mailing Address: _____ City, State, Zip: _____

Shipping Address: _____ City, State, Zip: _____

Have you ever applied for credit at Jones Paint & Glass? Yes No If yes, When? _____ What branch? _____

Form of Entity: Sole Proprietorship Corporation Partnership L.L.C. D.B.A.

D.B.A. of whom? _____ Other (please explain): _____

Owner's Full Name: _____ Owner's Home Address: _____

City, Zip: _____ Social Security Number _____ Date of Birth _____

Spouses Name: _____ Social Security Number _____ Date of Birth _____

If Corporation: Federal Tax ID # _____ Is this business a subsidiary/affiliate of any other entity? Yes No

If you are a branch, Are you Accounts Payable done from your Branch Corporate office

Corporation Owners, Members, Partners and /or Officers:			Contractor's License Number _____		
Name	Title	Home Address	Home Phone	Social Security Number	

Principal Business Activity: _____ How long in business under present ownership? _____

Tax Exempt: No Yes* Non-tax Number _____ * If yes, attached certificate must be completed.

Are Purchase Orders Required? Yes No If so, who is authorized to issue PO's? _____

Accounts Payable Telephone: _____ Contact Name: _____

Bank References: _____ Branch: _____ Phone: _____

Officer to Contact: _____ Checking/Savings Account #: _____

Trade References:

- | | | | |
|----|---------|-------|--------|
| 1. | Phone : | City: | State: |
| 2. | Phone : | City: | State: |
| 3. | Phone : | City: | State: |

Who may use this account:

TERMS AND CONDITIONS OF OPEN ACCOUNT:

In consideration of Jones Paint & Glass, Inc., extending credit to Applicant, Applicant agrees to pay for all items, delivered, or labor furnished, by Jones Paint & Glass, at the request of the Applicant, within thirty (30) days from the date of invoice for said items. The applicable discount, if granted, may be taken if the payment is received not later than the tenth of the month following purchase NET thereafter. All accounts are due and payable at the address shown on each statement. Applicant acknowledges that a service charge computed on the basis of 1 1/2 % per month (18% annual rate) of all sums due us, which have not been paid by the 30th of the second month from the date of our invoice, will be charged to Applicant by Jones Paint & Glass, and Applicant agrees to pay said charge. An additional service charge, computed on the same basis, will be charged every thirty (30) days thereafter. Waiver of any one or more service charge(s) shall not be deemed to be a waiver of future service charges, and any such waivers must be requested and acknowledged in writing. In the event that Jones Paint & Glass turns this account over to a collection agency for collection, the Applicant agrees to pay all costs of collection associated with collecting any sums due from the Applicant including a collection agency fee of any sums due. Furthermore, in the event that Jones Paint & Glass or their assignee commences litigation or employs an attorney to secure payment of any sums due to it from the Applicant, the Applicant herewith agrees that venue for any collection effort, and for any lawsuit or dispute arising out of this agreement shall be in 4th District Court of Utah county, unless Jones Paint & Glass otherwise chooses or statute prevents. In the event of litigation, or employ of an attorney, Applicant herewith expressly agrees to pay all court costs, filing and/or recording fees, interest of 1 1/2 % per month (18% annual rate), and actual attorney's fees or 1/3 of the default balance, whichever is less. The undersigned warrants that the above agreement has been carefully read and the Applicant understands same. Applicant authorizes Jones Paint & Glass to obtain credit and financial information concerning the Applicant at any time from any source. If any clause of this Agreement is held to be invalid by any court of competent jurisdiction, the clause in question shall be modified to eliminate the invalid element and as so modified the Agreement shall be binding on the parties. If the clause cannot be so modified, it shall be deleted from this Agreement. The modification or deletion of any invalid clause shall not affect the remaining provisions of the Agreement.

Executed / Signed at _____ on this _____ day of _____ 20____
(Location Signed)

Printed Name of Applicant _____ Applicant's Signature _____

Limit Requested: \$ _____

Please Fax To: (801) 812-5197

OFFICE USE ONLY

Salesman Initials _____ Price Break _____



PERSONAL GUARANTEE

I, the undersigned guarantor, _____, now residing in _____, do hereby
(Print Name) (Home address) (City, Zip)

guarantee payment of all sums that may become due and payable to JONES PAINT & GLASS from _____,
(Business Name)

now located in _____, _____ (Hereinafter referred to as Principal Debtor).
(Business Address) (City)

I further agree that such sums will be promptly paid by me upon notice and demand by JONES PAINT & GLASS.

I hereby expressly waive notice of the following:

1. Notice of the acceptance of this guarantee by JONES PAINT & GLASS.
2. Notice of any sales and deliveries of goods by JONES PAINT & GLASS for the account of Principal Debtor.
3. Notice of any extension of time for the payment of any and all such sales and deliveries, or and part or parts thereof; and if JONES PAINT & GLASS shall receive from Principal Debtor any notes or other evidences of indebtedness, I hereby waive the protest of such notes, or other evidences of indebtedness, and notice or nonpayment thereof.

And I, the guarantor, do hereby consent that JONES PAINT & GLASS may, from time to time, extend the date of payment of the whole, or any part of the indebtedness of the Principal Debtor, and may receive and accept notes, bills, checks, trade acceptances, and other instruments for the payment of money, made and/or accepted and/or delivered by the Principal Debtor, or any other person or persons, and extensions and renewals thereof, without, in any way, changing, releasing, or discharging me from my obligations hereunder.

Should the Principal Debtor default in its payment obligations, I, the GUARANTOR, do understand and agree to be responsible for all costs of collection including a collection charge of any sums due if the account is turned over to a collection agency for enforcement and collection of any sums due. Furthermore, should JONES PAINT & GLASS deem it necessary to employ an attorney to collect any outstanding sums due them, through litigation or otherwise, I understand and agree to be responsible for all costs of Court, all filing and/or recording fees, interest at the rate of 1 1/2 % per month (18% per annum) on all sums due and outstanding, **and actual attorney's fees or 1/3 of the default balance, whichever is less.**

Additionally, I agree that all collections are due and collectible in Utah County, city of Provo, and venue for any collection effort, and for any lawsuit or dispute arising out of this guarantee shall be in 4th District Court of Utah County, unless Jones Paint & Glass otherwise chooses or statute prevents. I understand and agree that proceedings against the Principal Debtor shall not be required as a precedent to the enforcement of this guarantee.

SEVERABILITY:

If any clause of this Buarantee is held to be invalid by any court of competent jurisdiction, the clause in question shall be modified to eliminate the invalid element and as so modified the entire Agreement shall be binding on the parties. If the clause cannot be so modified, it shall be deleted from the Guarantee. The modification or deletion of any invalid clause shall not affect the remaining provisions of the Guarantee.

CONSIDERATION RECEIVED FOR THE EXECUTION OF THIS GUARANTEE:

I hereby agree that the full and sufficient consideration for the execution of the guarantee is the extension of credit by JONES PAINT & GLASS to Principal Debtor.

REVOCAION OF GUARANTEE:

I hereby declare that this guarantee may be revoked by me at any time, upon giving 30 days written notice, by registered letter addressed to the credit department of JONES PAINT & GLASS, PO Box 1403, Provo, UT 84603-1403. Such notice of revocation, however, shall not in any way affect my liability for payment for the purchase price of any goods delivered to, or contracted for delivery by, the Principal Debtor prior to receipt of such notice by JONES PAINT & GLASS.

EFFECTIVE DATE OF GUARANTEE:

I agree that this guarantee is to be effective, and shall be deemed to have been delivered to JONES PAINT & GLASS, upon the signing hereof, and that such signing shall constitute full delivery of same. I further agree that all of the provision of this guarantee shall be binding upon me, my heirs, executors, administrators, and assigns; and shall be enforceable by JONES PAINT & GLASS, its successors, and/or assigns, and that the provisions of this guarantee shall be interpreted according to the laws of the State of Utah.

All collections are due and collectable in Utah County in the city of Provo, in the state of Utah.

I hereby affix my signature, this _____ day of _____, 20 _____.

Guarantor as person, Not signing an Agent of a corporation, L.L.C.

Signed in the presence of:

Print Name Here Please

Print Name Here Please



Utah State Tax Commission
Exemption Certificate
 (Sales, Use, Tourism and Motor Vehicle Rental Tax)

TC-721
 Rev. 10/03

Name of business or institution claiming exemption (purchaser)		Telephone Number	
Street Address	City	State	Zip Code
Authorized Signature	Name (please print)	Title	
Name of Vendor or Supplier:		Date	

The person signing this certificate **MUST** check the applicable box showing the basis for which the exemption is being claimed. Questions should be directed (preferably in writing) to Taxpayer Services, Utah State Tax Commission, 210 N 1950 W, SLC Utah 84134. Telephone (801) 297-2200, or toll free 1-800-662-4335.

DO NOT SEND THIS CERTIFICATE TO THE TAX COMMISSION
Keep it with your records in case of an audit.

Sales tax account numbers with an "H" prefix are not to be used for tax-free purchases for resale.

- RESALE OR RE-LEASE** Sales Tax License No. _____
 I certify I am a dealer in tangible personal property or services and the tangible personal property or services purchased are for resale or re-lease. If I use or consume any tangible personal property or services I purchase tax free for resale, or if my sales are of food, beverages, dairy products and similar confections dispensed from vending machines (see Rule R865-19S-74), I will report and pay sales tax on the proper cost thereof directly to the Tax Commission on my next regular sales and use tax return.
- AGRICULTURAL PRODUCER**
 I certify the items purchased will be used primarily and directly in a commercial farming operation and qualify for the Utah sales and use tax exemption. Failure to report these sales on the informational lines of the vendor's sales and use tax return may subject the seller to a penalty equal to the lesser of \$1,000 or 10% of the sales and use tax that would have been imposed if the exemption had not applied.
- BUILDING MATERIALS USED OUTSIDE UTAH**
 I certify the building materials and equipment purchased will be incorporated into real property outside the State of Utah, and the state of use will not allow credit for sales or use tax paid to Utah.
 Vendor invoice number: _____ Date: _____
 Location of job outside Utah: _____
- COMMERCIAL AIRLINES**
 I certify the food and beverages purchased are by a commercial airline for in-flight consumption; or, any parts or equipment purchased are for use in aircraft operated by common carriers in interstate or foreign commerce.
- COMMERCIALS, FILMS, AUDIO AND VIDEO TAPES**
 I certify that purchases of commercials, films, prerecorded video tapes, prerecorded audio program tapes or records are for sale or distribution to motion picture exhibitors, or commercial television or radio broadcasters. If I subsequently resell items to any other customer, or use or consume any of these items, I will report any tax liability directly to the Tax Commission.
- CONSTRUCTION MATERIALS PURCHASED FOR SCHOOLS OR RELIGIOUS AND CHARITABLE ORGANIZATIONS**
 I certify the construction materials purchased are purchased on behalf of a public elementary or secondary school or religious or charitable organization. I further certify the purchased construction materials will be installed or converted into real property owned by the school or religious or charitable organization.
 Name of school or religious or charitable organization: _____
 Name of project: _____
- FUELS, GAS, ELECTRICITY** Sales Tax License No. _____
 I certify all gas, electricity, coal, coke, and other fuel purchased will be used for industrial use only and not for residential or commercial purposes. Include the business Standard Industrial Code, and state the predominant use of the fuel covered by the exemption.
 Standard Industrial Code: _____ Use of the fuel: _____
- HOME MEDICAL EQUIPMENT**
 I certify the medical equipment purchased is eligible for payment under Title 18 or Title 19 of the federal Social Security Act, is prescribed or authorized by a licensed physician for the treatment of a medical illness or injury or as necessary to mitigate an impairment resulting from illness or injury, and will be used exclusively by the person for whom it was prescribed. **Sales of spas or saunas are taxable.**
- LEASEBACKS**
 I certify the tangible personal property leased satisfies the following conditions: (1) the property is part of a sale-leaseback transaction; (2) sales or use tax was paid on the initial purchase of the property; and, (3) the leased property will be capitalized and the lease payments will be accounted for as payments made under a financing arrangement.
- STEEL MILL EXEMPTION**
 I certify the rolls, rollers, refractory brick, electric motors or other replacement parts will be used in the furnaces, mills or ovens of a steel mill as described in SIC code 3312.

MANUFACTURING MACHINERY AND EQUIPMENT EXEMPTION FOR NEW OR EXPANDING OPERATIONS, NORMAL OPERATING REPLACEMENTS, OR SCRAP RECYCLING Sales Tax License No. _____

I certify the manufacturing machinery or equipment purchased is for use in new or expanding operations or for normal operating replacements in a Utah manufacturing facility described within the SIC Codes of 2000-3999 or in a qualifying scrap recycling operation. This exemption does not apply to parts or services for repairs or maintenance. **A SEPARATE EXEMPTION CERTIFICATE MUST BE PRESENTED FOR EACH SUBSEQUENT PURCHASE, AT THE TIME OF PURCHASE.** Failure to report these purchases on the informational lines of the manufacturer's or scrap recycler's sales and use tax return may subject the manufacturer or scrap recycler to a penalty equal to the lesser of \$1,000 or 10% of the sales and use tax that would have been imposed if the exemption had not applied.

SEMICONDUCTOR FABRICATING OR PROCESSING MATERIAL EXEMPTION

I certify the fabricating or processing material purchased is for use in manufacturing or fabricating semiconductors. Beginning on July 1, 2001 through June 30, 2002, 10% of the sale is exempt. Beginning July 1, 2002 through June 30, 2003, 50% of the sale is exempt. Beginning July 1, 2003 through June 30, 2007, the entire amount of the sale is exempt. Failure to report these purchases on the information line of the semiconductor manufacturer's sales and use tax return may subject the semiconductor manufacturer to a penalty equal to the lesser of \$1,000 or 10% of the sales and use tax that would have been imposed if the exemption had not applied.

MUNICIPAL ENERGY SALES AND USE TAX EXEMPTION

I certify the natural gas or electricity purchased: is for resale; is prohibited from taxation by federal law, the U.S. Constitution, or the Utah Constitution; is for use in compounding or producing taxable energy; is subject to tax under the Motor and Special Fuel Tax Act; is used for a purpose other than as a fuel; is used by an entity exempted by municipal ordinance; or is for use outside a municipality imposing a municipal energy sales and use tax. The normal sales tax exemptions under Utah Code Section 59-12-104 do not apply to the Municipal Energy Sales and Use Tax.

POLLUTION CONTROL FACILITY Sales Tax License No. _____

I certify our company has been granted a "Certification of Facilities" as provided for by Utah Code Ann. Sections 19-2-123 through 19-2-127 and as explained in Sales Tax Rule R865-19S-83 by either the Air Quality Board or the Water Quality Board. I further certify each item of tangible personal property purchased under this exemption is qualifying machinery or equipment for this purpose.

RELIGIOUS OR CHARITABLE INSTITUTION Sales Tax Exemption No. _____

I certify the tangible personal property or services purchased will be used or consumed for essential religious or charitable purposes. **This exemption can only be used on purchases totaling \$1,000 or more, unless the sale is pursuant to a contract between the vendor and purchaser.**

SKI RESORT EXEMPTION Sales Tax License No. _____

I certify the snowmaking equipment, ski slope grooming equipment or passenger ropeways purchased are to be paid directly with funds from the ski resort noted on the front page of this form. Failure to report these purchases on the informational lines of the ski resort's sales and use tax return may subject the ski resort to a penalty equal to the lesser of \$1,000 or 10% of the sales and use tax that would have been imposed if the exemption had not applied.

TOURISM/MOTOR VEHICLE RENTAL TAX EXEMPTION

I certify the motor vehicle being leased or rented will be temporarily used to replace a motor vehicle that is being repaired pursuant to a repair or an insurance agreement; the lease will exceed 30 days; the motor vehicle being leased or rented is registered for a gross laden weight of 12,001 pounds or more; or, the motor vehicle is being rented or leased as a personal household goods moving van. This exemption applies only to the tourism tax (up to 7 percent) and the short-term motor vehicle rental tax (Transportation Corridor Funding – 2.5 percent) – not to the state, local, transit, zoo, hospital, highways, county option or resort sales tax.

UNITED STATES GOVERNMENTAL OR NATIVE AMERICAN TRIBAL EXEMPTION

I certify the tangible personal property or services purchased are to be paid directly with funds from the entity noted on the front page of this form and will be used in the exercise of essential governmental or tribal functions. NOTE: Includes sales of tangible personal property to federally chartered credit unions. "Directly" does not include per diem, entity advances, or similar indirect payments.

UTAH STATE AND LOCAL GOVERNMENTS AND PUBLIC ELEMENTARY AND SECONDARY SCHOOLS Sales Tax License No. _____

I certify the tangible personal property or services purchased are to be paid directly with funds from the entity noted on the front page of this form and will be used in the exercise of that entity's essential functions. If the purchaser noted on the front page of this form is a Utah state or local government, I certify these construction materials will be installed or converted into real property by employees of this government entity. If the purchaser noted on the front page of this form is a public elementary or secondary school, I certify these construction materials will be installed or converted into real property owned by this school. "Directly" does not include per diem, entity advances, or similar indirect payments. **CAUTION:** This exemption does not apply to government or educational entities of any other states.

To be valid this certificate must be filled in completely, including a check mark in the proper box. Please sign, date and, if applicable, include your license or exemption number.

NOTE TO VENDOR: Keep this certificate on file since it must be available for audit review.

NOTE TO PURCHASER: Keep a copy of this certificate for your records. You are responsible to notify the vendor of cancellation, modification, or limitation of the exemption you have claimed.

If you need an accommodation under the Americans with Disabilities Act, contact the Tax Commission at (801) 297-3811 or TDD (801) 297-2020. Please allow three working days for a response.

DO NOT SEND THIS CERTIFICATE TO THE TAX COMMISSION
Keep it with your records in case of an audit.